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**BellSouth Telecommunications, Inc.**

333 Commerce Street  
Suite 2101  
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

**Guy M. Hicks**  
General Counsel

615 214 6301  
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April 7, 2003

VIA HAND DELIVERY

Hon. Sara Kyle  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Z-Tel Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*  
Docket No. 03-00283

Dear Chairman Kyle:

Enclosed are six paper copies and a CD Rom of the executed interconnection agreement between BellSouth Telecommunications, Inc. and Z-Tel Communications, Inc.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Peggy Rubino, Z-Tel Communications, Inc.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and Z-Tel within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. Z-Tel and BellSouth aver that the Agreement is consistent with the standards for approval.

5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Z-Tel and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 8<sup>th</sup> day of April, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**Z-Tel Communications, Inc.**  
**(Tennessee)**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Z-Tel Communications, Inc. ("Z-Tel"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, Section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, Z-Tel has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCI WorldCom Communications, Inc. ("MCI WorldCom") dated June 17, 2002 for the state(s) of Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Z-Tel and BellSouth hereby agree as follows:

1. Z-Tel and BellSouth shall adopt in its entirety, except for those modifications identified in Paragraphs 2-5 following, the MCI WorldCom Interconnection Agreement dated June 17, 2002. The MCI WorldCom Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Exhibit 1 – Title Page	1
Exhibit 1 – MCI WorldCom Communications, Inc. Interconnection Agreement for TN	717
Exhibit 1 - Amendment dated 9-16-02	7
Exhibit 1 - Amendment dated 9-27-02	2
TOTAL	731

2. The Parties agree to delete Section 1.4 of Attachment 2, Local Resale, and replace with new Section 1.4 as follows:

1.4 Notwithstanding the foregoing, BellSouth may provide Z-Tel notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

3. The Parties hereby agree to delete Section 9.4.7 – 9.4.7.10 of Attachment 4, and replace with new Sections 9.4.7, 9.4.7.1 - 9.4.7.4 as follows:

9.4.7 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one Local Calling Area to an ISP server or modem in the same Local Calling Area. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

9.4.7.1 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and Z-Tel agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Z-Tel that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Z-Tel further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Z-Tel that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

9.4.7.2 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic.

9.4.7.3 If Z-Tel assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Z-Tel end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Z-Tel customer physically located

outside of such LATA, shall not be deemed Local Traffic. Further, Z-Tel agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Z-Tel at BellSouth's switched access tariff rates.

9.4.7.4 If Z-Tel does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Z-Tel NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Z-Tel can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

4. Table 1 Local Interconnection rates of Attachment 1 are hereby modified to delete the rates for ISP-Bound Traffic in their entirety.

5. Table 1 UNE rates of Attachment 1 are amended to incorporate Unbundled Remote Call Forwarding rates as reflected in Exhibit 2, incorporated herein by this reference.

6. In the event that Z-Tel consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Z-Tel under this Agreement.

7. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 3 of the MCI WorldCom Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 3 of the MCI WorldCom Interconnection Agreement, the effective date shall be June 17, 2002.

8. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> Floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**Z-Tel Communications, Inc.**

Attn: Peggy Rubino  
601 South Harbour Island Blvd.  
Suite 220  
Tampa, FL 33602

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

**BellSouth Telecommunications, Inc.**

Elizabeth R. A. Shiroishi  
Signature

Elizabeth R. A. Shiroishi  
Name

Director  
Title

3/19/03  
Date

**Z-Tel Communications, Inc.**

Robert Curtis  
Signature

Robert Curtis  
Name

Senior Vice President  
Title

3/17/03  
Date

# ***BELLSOUTH® / CLEC Agreement***

***Customer Name: Z-Tel Communications, Inc.***

Z-Tel 2003 Adoption of MCI WorldCom - TN	2
Adoption Paper	3
EXHIBIT 1	7
EXHIBIT 2	8
Exh 2 - TN RCF	9



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**And**  
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BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> Floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**Z-Tel Communications, Inc.**

Attn: Peggy Rubino  
601 South Harbour Island Blvd.  
Suite 220  
Tampa, FL 33602

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IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

**BellSouth Telecommunications, Inc.**

\_\_\_\_\_  
Original Signature on File  
Signature

\_\_\_\_\_  
Elizabeth R. A. Shiroishi  
Name

\_\_\_\_\_  
Director  
Title

\_\_\_\_\_  
3/19/03  
Date

**Z-Tel Communications, Inc.**

\_\_\_\_\_  
Original Signature on File  
Signature

\_\_\_\_\_  
Robert Curtis  
Name

\_\_\_\_\_  
Senior Vice President  
Title

\_\_\_\_\_  
3/7/03  
Date

## **EXHIBIT 1**

## **EXHIBIT 2**

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
		Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40	
		Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40	
		Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40	
		Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40	
	Non-Recurring																
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		1.03	0.29				20.35	10.54	13.32	1.40	
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		1.03	0.29								
	UNBUNDLED REMOTE CALL FORWARDING - Bus																
		Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40	
		Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40	
		Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40	
		Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40	
		Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40	
	Non-Recurring																
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		1.03	0.29				20.35	10.54	13.32	1.40	
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		1.03	0.29								